

Remarks

Claim 23 was rejected under 35 U.S.C. 101. In response, claim 23 has been amended to recite that a data processing apparatus is needed. No new matter has been entered.

Claim 23 was rejected under 35 U.S.C. 112, first paragraph, because the “entity under-funding” step, the “entity promising to pay” step, the recitation of a “first” policy, “means” use as opposed to “comprising” use, “funding” meaning, the use of three alternatives did not appear to be fully supported by the specification and/or were confusing. In response, claim 23 has been amended to provide language that is supported and hopefully much more clear.

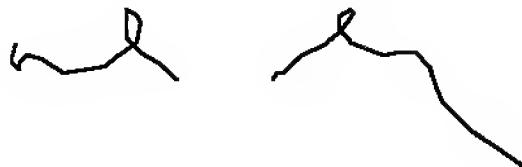
Claim 23 was rejected under 35 U.S.C. 103(a) as being unpatentable over Asinof (Asinof, Lynn. “Your Pocketbook: Selling Off Life Insurance: Good Policy? --- It Can Be for Seniors Who No Longer Need It, but Some Financial Advisers Are Skeptical.” Wall Street Journal, Eastern edition. New York, N.Y. May 15, 2002. pg. D2) in view of Applicant’s admitted prior art. In response, Applicant has amended claim 23 and added new claims 29 and 30. Applicant believes that the present invention is different than the cited reference because the present invention teaches that the entity pays less than the owner has been paying to keep the insurance policy in force, yet the entity commits to paying the full death benefit of the insurance policy to the owner upon the owner’s death, even if the insurance policy does not have enough money to pay the full death benefit of the insurance policy. Essentially, the entity is risking, based on the determination from AHLQC factors from a data processing apparatus, that the owner will die before money in the policy runs out –

and based on the determination from AHLQC factors, the entity believes that the policy is overfunded in its current state – so the policy is ripe for such a gamble. Distinct from any prior are admitted by Applicant, Applicant respectfully points out that an owner of a life insurance policy would never do that which Applicant is claiming because (1) the owner would not normally use any determination from AHLQC factors from a data processing apparatus; and (2) the owner would be risking that the factors are inaccurate or predicting incorrectly. The present invention puts the burden on an entity that would use AHLQC factors from a data processing apparatus and be willing to risk that the factors will force a payout. The entity has a reserve of money to make the payout to the owner, whereas the individual would not pay money to itself if the AHLQC factors are inaccurate or predict incorrectly. Unlike the cited references, the present invention promises the death benefit to the owner because the entity promises to pay such – regardless of whether the insurance policy still has enough money to pay the benefit.

No new matter has been added.

Applicant petitions for any extensions of time necessary. Please charge all fees due and owing to Deposit Account No. 500356 in the name of A+ Legal Services-Greenberg & Lieberman.

Respectfully submitted,

Two handwritten signatures are shown side-by-side. The signature on the left is a stylized, cursive "M". The signature on the right is more formal and includes a middle initial "L".

Michael L. Greenberg, Esq.

Registration Number 47,312